

Robert L. Herbst (NYSBN 1333194)
rherbst@herbstlawny.com
HERBST LAW PLLC
420 Lexington Avenue, Suite 300
New York, New York 10170
Tel: 914-450-8163

Joshua Colangelo-Bryan (NYSBN 4162319)
colangelo@humanrightsfirst.org
HUMAN RIGHTS FIRST
121 West 36th Street, PMB 520
New York, NY 10018
Tel: (212) 845-5243

Ramsey Judah (SBN 342300)
ramsey@judahlawgroup.com
JUDAH LAW GROUP
1026 W. Foothill Blvd
Upland, CA 91786
Tel: 626-899-7667

Attorneys for Defendant
WESPAC FOUNDATION

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MATTHEW WEINBERG, et al.,

Plaintiffs,

v.

NATIONAL STUDENTS FOR
JUSTICE IN PALESTINE, INC., et
al.

Defendants.

CASE NO: 2:25-cv-03714-MCS-JCx

Honorable Mark C. Scarsi
Courtroom 7C

**DEFENDANT WESPAC
FOUNDATION'S CORRECTED
REPLY MEMORANDUM OF POINTS
AND AUTHORITIES IN SUPPORT
OF MOTION TO DISMISS**

**Date: Monday, December 15, 2025
Time: 9:00 a.m.
Place: Courtroom 7C
350 W. 1st Street
Los Angeles, California 90012**

Complaint Filed: April 25, 2025

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I. INTRODUCTION

Plaintiffs’ Opposition to Defendants’ Motions to Dismiss (“Opp.” or “Opposition”) relies almost exclusively on the proposition that WESPAC and NSJP had a fiscal-sponsor agreement which created an agency relationship and provided that WESPAC would run NSJP’s operations. Plaintiffs claim that, given these contract terms, WESPAC is subject to personal jurisdiction in this District and liable for civil rights violations resulting from NSJP’s alleged conduct.

On what basis do Plaintiffs offer these contentions? They claim to have divined the terms of WESPAC’s agreement with NSJP from a complaint filed by WESPAC’s insurer in a coverage action unrelated to this case. Fatal to Plaintiffs’ theory, though, is that their speculation regarding the fiscal-sponsor agreement’s terms (offered “[o]n information and belief”) is definitively contradicted by the actual agreement, submitted herewith. *See* Khader Reply Declaration, Ex. A (“Agreement”).¹

Moreover, Plaintiffs cannot point to any other allegations to support the idea that WESPAC had an agency relationship with NSJP, let alone one making it vicariously subject to personal jurisdiction and liability for what NSJP allegedly did. In fact, Judge Wilson recently rejected the theory that WESPAC’s being a fiscal sponsor created an agency relationship through which personal jurisdiction could be properly exercised in this District and through which WESPAC could be liable for a sponsoree’s conduct. In attempting to deflect the import of this decision, Plaintiffs say that Judge Wilson was “wrong on the law” – even though they cannot point to a single legal authority supporting that position.

Even if *arguendo* Plaintiffs’ argument about an agency relationship were valid, such relationship would not *ipso facto* create personal jurisdiction. Following

¹ As addressed below, WESPAC had no reason to suspect that Plaintiffs’ jurisdictional and liability theories rested on its agreement with NSJP or it would have submitted said document with its opening brief.

1 *Williams v. Yamaha Motor Co.*, 851 F.3d 1015 (9th Cir. 2017), some district courts
2 have concluded a subsidiary's contacts can never be attributed to a parent for
3 jurisdictional purposes. Others have held such contacts attributable to a parent, but
4 only if the parent has full control over the subsidiary's daily operations. Under the
5 former interpretation, Plaintiffs' agency theory is legally frivolous. Under the latter
6 interpretation, Plaintiffs have failed entirely to plausibly allege that WESPAC had
7 the requisite control. Further, Plaintiffs plead nothing to suggest that the commission
8 of alleged civil rights violations by NSJP would be within the scope of any agency
9 relationship, if one even existed, so such violations could not be imputed to WESPAC
10 under any theory.

11 Ultimately, it is most telling that Plaintiffs spend nearly the first eleven pages
12 of the Opposition detailing the alleged facts out of which their claims arise without
13 mentioning WESPAC a single time. Plaintiffs' omission was not accidental.
14 WESPAC did *nothing* concerning the relevant events. This inescapable reality is
15 what leaves Plaintiffs conjuring up contract terms that do not exist. Such baseless
16 speculation is not the stuff of a valid federal action.

17 **II. ARGUMENT**

18 **A. This Action Should Be Dismissed for Lack of Personal Jurisdiction**

19 In the Opposition, Plaintiffs enunciate their jurisdictional position for the first
20 time, *i.e.*, NSJP had contacts with California, there is an agency relationship between
21 NSJP and WESPAC, and thus WESPAC is vicariously subject to personal
22 jurisdiction here. *See Opp.* at 27. Notably, Plaintiffs dismiss WESPAC's Executive
23 Director's Declaration – establishing WESPAC did not provide funding to be used
24 at UCLA – on the basis that it does not “controvert the relevant allegations,” which
25 Plaintiffs say relate instead to the purported agency relationship. *Id.* at 28.

26 However, it was understandable for WESPAC to surmise that Plaintiffs'
27 theory of personal jurisdiction rested upon the (false) notion that WESPAC had
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1 funded the protests, rather than upon agency. The only allegation in the FAC on this
2 subject was that “NSJP, WESPAC, FJP, and Abuirshaid are subject to specific
3 jurisdiction because *each* has sufficient minimum contacts with California.” FAC
4 ¶ 59 (emphasis added). Nothing in that allegation suggested Plaintiffs sought to
5 attribute NSJP’s contacts to WESPAC via an agency relationship. Also, in response
6 to a Rule 11 notice WESPAC served addressing personal jurisdiction, Plaintiffs’
7 counsel provided a response silent on jurisdiction. Declaration of Robert Herbst
8 (“Herbst Decl.”), Exs. A and B.

9 **1. Plaintiffs’ Agency Theory Relies on Allegations Made on**
10 **“Information and Belief” About WESPAC’s Agreement with**
11 **NSJP That Have Been Refuted**

12 Plaintiffs contend that WESPAC “second-guesses the FAC’s well-pleaded
13 factual allegations, which plausibly establish specific jurisdiction based on NSJP’s
14 undisputed contacts with California and a common-law agency relationship between
15 WESPAC and NSJP.” Opp. at 27. By “well-pleaded factual allegations,” Plaintiffs
16 refer to various assertions in the FAC that are entirely speculative as underscored by
17 their being made only “[o]n information and belief.” *See id.* at 28 (citing FAC ¶¶ 47-
18 49, 70-75, 112).

19 More particularly, Plaintiffs allege – “[o]n information and belief” – that
20 “WESPAC’s relationship with SJP [sic] under the July 2023 fiscal sponsorship
21 agreement was consistent with” a “definition of the term ‘Fiscal Sponsor’ contained
22 in WESPAC’s insurance policy.” FAC ¶ 49 (cited in Opp. at 28). Also “[o]n
23 information and belief,” Plaintiffs speculate that WESPAC must have “‘assumed
24 responsibility to manage programs’” for NSJP. *See* Opp. at 28 (citing FAC ¶¶ 48-
25 49). And based on these pieces of conjecture, Plaintiffs claim “[i]t is plausible that”
26 (i) WESPAC “‘had ‘the right to substantially control’ the NSJP ‘programs’” and (ii)
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1 “the agreement created a common-law agency relationship between WESPAC and
2 NSJP because many such agreements...do exactly that.” *Id.* at 32.

3 A tortured series of suppositions offered only “[o]n information and belief”
4 does not create personal jurisdiction. Indeed, there is nothing plausible about
5 Plaintiffs’ assertion, “[o]n information and belief,” that an agreement between
6 WESPAC and NSJP regurgitated verbatim a generic policy term defining fiscal
7 sponsorship for purposes of a “Fiscal Sponsor *Limitation* of Coverage.” *See* Opp. at
8 32 (citing Compl. (Dkt.1) ¶ 35, *ANI v. WESPAC Foundation*); *see* Compl. ¶ 40 (Fiscal
9 Sponsor Limitation) (emphasis added).

10 Indeed, the Agreement, which actually governs the WESPAC-NSJP fiscal
11 sponsorship, does not contain any of the terms Plaintiffs imagine. *See* Khader Reply
12 Declaration, Ex. A. It says nothing about agency, let alone that NSJP is WESPAC’s
13 agent. It says nothing about WESPAC’s assuming “responsibility to manage
14 programs” for NSJP. It says nothing about WESPAC’s “control” over NSJP.

15 Thus, Plaintiffs have done nothing more than make speculative allegations
16 “[o]n information and belief” that WESPAC has refuted by competent evidence. *See*
17 *Elliott Erwitte, LLC v. Sugar Factory, LLC*, 2023 WL 12155595, at *4 (C.D. Cal. Aug.
18 25, 2023) (granting motion to dismiss for lack of jurisdiction because jurisdictional
19 allegations made “in a conclusory fashion, and on information and belief” were
20 contradicted by declaration).

21 **2. There Is No Other Basis Upon Which Plaintiffs Have Plausibly**
22 **Alleged an Agency Relationship**

23 Beyond that the Agreement dispositively refutes Plaintiffs’ allegations, there
24 is no other basis to assume an agency relationship existed. Under California law, an
25 agent is “one who represents another, called the principal, in dealings with third
26 persons.” Cal. Civ. Code § 2295. The elements of an agency relationship are “(1) An
27 agent or apparent agent holds a power to alter the legal relations between the principal
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1 and third persons and between the principal and himself; (2) an agent is a fiduciary
2 with respect to matters within the scope of the agency; and (3) a principal has the
3 right to control the conduct of the agent with respect to matters entrusted to him.”
4 *Turner-Gray v. Avis Budget Grp. Inc.*, 2024 WL 4504529, at *3 (N.D. Cal. Oct. 15,
5 2024) (citations and internal quotations omitted). As a matter of federal common law,
6 “[a]gency is the fiduciary relationship that arises when one person (a ‘principal’)
7 manifests assent to another person (an ‘agent’) that the agent shall act on the
8 principal’s behalf.” *Mavrix Photographs, LLC v. LiveJournal, Inc.*, 873 F.3d 1045,
9 1054 (9th Cir. 2017).

10 Plaintiffs do not, and cannot truthfully, offer allegations to satisfy these
11 elements. Thus, beyond the incurable inaccuracies in Plaintiffs’ theorizing about the
12 Agreement, there simply is no basis to conclude WESPAC and NSJP had an agency
13 relationship. Judge Wilson’s recent opinion confirmed this very point. *See Helmann*
14 *v. Codepink Women for Peace*, 2025 WL 3030582, at *21 (C.D. Cal. June 13, 2025)
15 (“There is only one link between the Sponsoring Defendants and California: the
16 Sponsoring Defendants’ fiscal sponsorship relationship with PYM. This is not
17 enough for *personal jurisdiction*. *It does not create an agency relationship.*”) (emphasis added).

18 Plaintiffs argue that the Court should disregard Judge Wilson’s ruling because
19 “the facts and the governing law distinguish this case from *StandWithUs*,”² evidently
20 referring to “more specific allegations about *WESPAC’s fiscal sponsorship*
21 *agreement with NSJP* based on allegations in a lawsuit brought by WESPAC’s
22 insurer.” Opp. at 33-34 (emphasis in original). But even if allegations repeated from
23 another litigation could constitute distinguishing facts, the unfounded extrapolations
24 Plaintiffs make about the Agreement based on the coverage case are refuted by the
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28 ² *StandWithUs* was a separate action consolidated with *Helmann*.

1 Agreement itself. As to distinguishable “governing law,” Plaintiffs cite no law that
2 would support their desired outcome, instead relying on an attorney’s hypothetical
3 about “Jones Lab.” *See id.* at 34-35. Ultimately, Plaintiffs say nothing except that
4 Judge Wilson was “wrong on the law,” without citation to any contrary authority. *Id.*
5 at 34.

6 Underscoring the frivolousness of Plaintiffs’ position, even if *arguendo*
7 WESPAC and NSJP had an agency relationship, such relationship would not by itself
8 suffice to create personal jurisdiction over WESPAC. In *Williams v. Yamaha Motor*
9 *Co.*, the Ninth Circuit interpreted *Daimler AG v. Bauman*, 571 U.S. 117 (2014), as
10 leaving open the question of whether an agency relationship could ever justify the
11 exercise of specific personal jurisdiction over a principal. 851 F.3d 1015, 1023-25
12 (9th Cir. 2017) (even if such theory were viable, parent did not exercise adequate
13 control over subsidiary to be subject to jurisdiction).

14 Since *Williams*, some district courts have concluded that a subsidiary’s
15 contacts cannot be attributed to a parent under any agency test. *E.g.*, *MSP Recovery*
16 *Claims, Series LLC v. Actelion Pharms. US, Inc.*, 2024 WL 3408221, at *4 (N.D.
17 Cal. 2024). Other courts have held that the jurisdictional contacts of a subsidiary can
18 be attributed to a parent, but only if there is “a showing higher than ‘normal oversight
19 of a parent over a subsidiary’ and more akin to ‘control of day-to-day operations.’”
20 *Sunderland v. PharmaCare U.S., Inc.*, 2024 WL 2116069, at *4 (S.D. Cal. May 10,
21 2024) (internal citation omitted); *see also In re Cal. Gasoline Spot Mkt. Antitrust*
22 *Litig.*, 2021 WL 4461199, at *2 (N.D. Cal. 2021) (no jurisdiction over parent where
23 evidence “shows close monitoring and risk management, not control of day-to-day
24 operations”).

25 Plaintiffs did not address these issues, but if the former interpretation of
26 jurisdictional doctrine is correct, Plaintiffs’ agency theory is as baseless legally as it
27 is factually. If the latter interpretation is correct – and if case law relating to parent-
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1 subsidiary relationships can even be applied to sponsor-sponsee relationships –
2 Plaintiffs have failed entirely to allege plausibly that WESPAC engaged in “control
3 of day-to-day operations” in a manner even beyond “close monitoring and risk
4 management.”

5 Moreover, it is a series of allegedly wrongful acts that Plaintiffs seek to impute
6 to WESPAC. So, even if the law allowed Plaintiffs to cite NSJP’s conduct in arguing
7 WESPAC is subject to personal jurisdiction, Plaintiffs still would have to establish
8 that NSJP’s allegedly wrongful acts were committed with WESPAC’s authorization
9 or with apparent authority from WESPAC upon which Plaintiffs relied to their
10 detriment. *See Found. for Anime & Niche Subcultures v. Texas Anime Conventions*,
11 769 F. Supp. 3d 1034, 1040-41 (N.D. Cal. 2025) (no jurisdiction over out-of-state
12 defendants-principals because misappropriation by in-state agent was not authorized
13 by principals, and plaintiff had failed to “plead facts that support a theory of apparent
14 authority”). Needless to say, there is no allegation that WESPAC authorized NSJP to
15 engage in (violent) civil rights violations or that Plaintiffs relied on any form of
16 apparent authority.

17 **3. Plaintiffs’ Cursory References to Funding Are Speculative,**
18 **Refuted, and Irrelevant**

19 Despite emphasizing agency as their supposed jurisdictional lynchpin,
20 Plaintiffs assert that because it is “plausible” that WESPAC and NSJP had a written
21 fiscal-sponsorship agreement creating an agency relationship, it also is “plausible”
22 “WESPAC-associated funds were used in support of NSJP’s participation in the
23 underlying conspiracy.” Opp. at 32. However, as addressed, the allegations Plaintiffs
24 reference to support their serial assertions about what is “plausible” were all made
25 “[o]n information and belief” – and have been refuted. Moreover, the declaration
26 from Nada Khader, WESPAC’s Executive Director, submitted with WESPAC’s
27 opening brief, explained unequivocally that WESPAC “never provided funding to
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1 NSJP to be used in connection with the protest and encampment at UCLA.” *See* Dkt.
2 71-1¶ 6. Plaintiffs attempt to discredit these sworn statements with the cartoonish
3 remark that “[i]t is no surprise that Khader denies mailing NSJP a check labeled ‘For
4 use in a civil rights conspiracy at UCLA’” (Opp. at 33), but that does not remotely
5 reflect the substance of Ms. Khader’s statements, which Plaintiffs cannot refute.

6 Plaintiffs also contend Ms. Khader did not address “whether any of those
7 programs or funds were in fact used to support NSJP’s ‘Popular University for Gaza’
8 initiative or the ‘Campus Support Coalition,’...” Opp. at 33 (citing FAC ¶ 74). If
9 Plaintiffs are insinuating – “[o]n information and belief” – that WESPAC provided
10 funds to NSJP in order to support those entities, the sworn statement of Nada Khader
11 submitted herewith establishes this was not the case. Khader Reply Declaration ¶ 3.
12 Ms. Khader was not even aware of those entities at the relevant time. *Id.*

13 But even if WESPAC had provided funds to support the “Popular University
14 for Gaza” or the “Campus Support Coalition” and, in turn, said funds were used by
15 some unidentified person to support protests at UCLA (which has not been
16 adequately pled), Plaintiffs would still fall far short of alleging that WESPAC “(1)
17 committed an intentional act, (2) expressly aimed at the forum state, [and] (3) causing
18 harm that the defendant knows is likely to be suffered in the forum state.” *Smith v.*
19 *Bellco Credit Union*, 2020 WL 8611063, at *4 (C.D. Cal. Dec. 14, 2020) (Scarsi, J.)
20 (internal quotations and citations omitted).

21 Under Plaintiffs’ hypothetical about funds that “were used,” WESPAC would
22 not have taken any intentional act *aimed at California* that it knew was likely to cause
23 harm *in California*, given that the “Popular University for Gaza” and the “Campus
24 Support Coalition” are, according to Plaintiffs, nationwide, not California-based,
25 organizations. FAC ¶ 60 (“the nationwide ‘Popular University of Gaza’”), ¶ 74
26 (“Campus Support Coalition” is “a collective of organizations managed by National
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1 SJP that work together to support students fighting for Palestinian liberation on
2 university campuses.”).

3 **4. Plaintiffs Are Not Entitled to Jurisdictional Discovery**

4 Plaintiffs ask for “jurisdictional discovery against WESPAC on the nature and
5 scope of its *fiscal sponsorship agreement* with NSJP and the resulting agency
6 relationship.” Opp. at 35 (emphasis added); *id.* at 36 (“[WESPAC] does dispute that
7 its fiscal sponsorship agreement with NSJP accomplished what ANI thought it had.”
8 There is no basis for jurisdictional discovery here for the simple reason that Plaintiffs
9 now have the document they would seek through such discovery.

10 **B. The One Cause of Action Against WESPAC Fails to State a Claim**

11 Plaintiffs disavow any argument that WESPAC, as fiscal sponsor, is strictly
12 liable for NSJP’s alleged acts, contrary to the position they took previously. *Compare*
13 Opp. at 36 (“WESPAC accuses Plaintiffs of suggesting that ‘being a fiscal sponsor
14 automatically subjects a sponsor to liability for anything anyone associated with a
15 sponsoree does anywhere in the world.’...But that strawman isn’t what Plaintiffs
16 argue.”) *with* Herbst Decl., Ex. B (response of Plaintiffs’ counsel to WESPAC’s Rule
17 11 communication, stating “[t]he amended complaint more than adequately asserts
18 WESPAC’s liability based on its role as fiscal sponsor for [NSJP],” and “[t]he fiscal
19 sponsorship theory was not a viable basis for sanctions in *Manhart*, and it is not one
20 here either”). Plaintiff’s concession is well-warranted given the law on this point. *See*
21 *Helmann*, 2025 WL 3030582 at *20-21; *Manhart v. WESPAC Found., Inc.*, 2025 WL
22 2257408 at *12 (N.D. Ill. Aug. 7, 2025) (dismissing claims against WESPAC).

23 Plaintiffs now argue that they have stated a claim pursuant to § 1985(3)
24 because their amended pleading “alleges that WESPAC had a written fiscal
25 sponsorship agreement under which it ‘assumed responsibility to manage
26 programs...for NSJP, creating an agency relationship at least with respect to the
27 specific ‘programs’ WESPAC ‘assumed responsibility to manage,’ and WESPAC-

1 associated funds [sic],” including the “‘Popular University for Gaza’ initiative and
2 the ‘Campus Support Coalition.’” Opp. at 36-37. As addressed, Plaintiffs’ allegations
3 on these points were made “[o]n information and belief” and have been dispositively
4 refuted.

5 Moreover, Plaintiffs never explain how their allegations – even if those
6 allegations had been plausibly made – would state a claim for a civil rights violation.
7 Nor is it obvious how even a well-pleaded allegation that WESPAC generally
8 managed the national “Popular University for Gaza” or “Campus Support Coalition”
9 would constitute engaging in (1) a conspiracy specific to UCLA; (2) to deprive any
10 class of persons of equal protection (deprivation clause); or to hinder constituted
11 authorities from securing to all equal protection (hindrance clause); (3) an act in
12 furtherance of this conspiracy; and (4) for deprivation-clause purposes,
13 discriminatory animus. *Sever v. Alaska Pulp Corp.*, 978 F.2d 1529, 1536 (9th Cir.
14 1992); 42 U.S.C. § 1985(3)

15 **C. This Action Should Be Dismissed with Prejudice**

16 Plaintiffs make a half-hearted argument that any dismissal of their pleading
17 should be without prejudice, saying they “could plead additional facts about NSJP’s
18 relationship to WESPAC based on NSJP’s website[.]” Opp. at 48, n.5. Plaintiffs have
19 filed two pleadings without cognizable jurisdictional or liability theories. If there
20 were unspecified points to be made from NSJP’s website, Plaintiffs have no excuse
21 for not having made them by now. Also, they do not explain how such points could
22 save their case. Plaintiffs are not entitled to a third bite at the apple. *See Counts v.*
23 *Meriwether*, 2015 WL 12656945, at *2–3 (C.D. Cal. June 12, 2015).

24 **III. CONCLUSION**

25 This Court should dismiss with prejudice.
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1 Dated: December 6, 2025

2 By: /s/ Robert L. Herbst

3 HERBST LAW PLLC
4 Robert L. Herbst (NYSBN 1333194)
5 rherbst@herbstlawny.com
6 420 Lexington Avenue, Suite 300
7 New York, New York 10170
8 Tel: 914-450-8163

9 HUMAN RIGHTS FIRST
10 Joshua Colangelo-Bryan
11 (NYSBN 4162319)
12 colangeloj@humanrightsfirst.org
13 121 West 36th Street, PMB 520
14 New York, NY 10018
15 Tel: (212) 845-5243

16 JUDAH LAW GROUP
17 Ramsey Judah (SBN 342300)
18 ramsey@judahlawgroup.com
19 1026 W. Foothill Blvd
20 Upland, CA 91786
21 Tel: 626-899-7667

22 Attorneys for Defendant
23 WESPAC FOUNDATION
24
25
26
27
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CERTIFICATE OF COMPLIANCE

The undersigned counsel of record for Defendant WESPAC certifies that this brief contains 2,997 words, which complies with the word limit of this Court's Standing Order.

Dated: December 6, 2025

By: /s/ Robert L. Herbst
Robert L. Herbst
rherbst@herbstlawny.com
420 Lexington Avenue, Suite 300
New York, New York 10170
Tel: 914-450-8163